

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wix Filtration Corp LLC		04/25/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	2600 West Big Beaver Road
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48084
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	0578479	WIX
Registration Number:	0799304	AIR REFINER BRAND
Registration Number:	1671066	PRO-TEC
Registration Number:	2365191	PROCALC
Registration Number:	2641038	XD
Registration Number:	2720027	SPIN-FLOW
Registration Number:	2782387	AQUACHEK
Registration Number:	2845453	POWERTRAP
Registration Number:	2911647	SETTING A NEW STANDARD FOR COMPRESSED AI
Registration Number:	2993608	WIX CONNECT
Registration Number:	3048529	XE
Registration Number:	3059386	QUICKVENT
Registration Number:	3135472	WIX
Registration Number:	3191886	POWER SOLUTION WITH POWERTRAP TECHNOLOGY

**TRADEMARK**

Registration Number:	3191887	POWER SOLUTION
Registration Number:	3195985	POWERTRAP
Registration Number:	3262689	WIX. WHERE IT COUNTS
Registration Number:	3388654	WIX COOL
Registration Number:	3562073	
Registration Number:	3562074	
Registration Number:	3562075	
Registration Number:	3562076	
Registration Number:	3620029	RIDE HEALTHIER
Registration Number:	3829436	WIX FILTERS GLOBAL COVERAGE
Registration Number:	3979602	ECOLAST
Registration Number:	3982783	ECOLAST
Registration Number:	4302841	WIX XP
Serial Number:	85077343	PROTX

**CORRESPONDENCE DATA**

Fax Number: 2127557306  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 212-326-3939  
Email: NYTEF@JONESDAY.COM  
Correspondent Name: Nathan J. Hoepfner, Esq.  
Address Line 1: 222 East 41st Street  
Address Line 2: Jones Day  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-605019
NAME OF SUBMITTER:	Nathan J. Hoepfner
Signature:	/Nathan J. Hoepfner/
Date:	04/26/2013

**Total Attachments: 5**  
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source=Executed\_Trademark Security Agreement (Wix Filtration Corp.)#page5.tif

TRADEMARK SECURITY AGREEMENT dated as of April 25, 2013 (this "Agreement"), between Wix Filtration Corp LLC, a Delaware limited liability company (the "Grantor"), and Bank of America, N.A. ("Bank of America"), as Administrative Agent.

Reference is made to (a) the ABL Credit Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Affinia Group Inc. (the "Company"), Affinia Group Intermediate Holdings Inc. ("Holdings"), certain subsidiaries of Holdings from time to time party thereto, the Lenders from time to time party thereto and Bank of America, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 25, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Company, Holdings, the Subsidiary Loan Parties from time to time party thereto and Bank of America, as Administrative Agent. The Lenders have extended, and have agreed to extend, credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Company, will derive substantial benefits from the extension of credit to the Borrowers under the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Administrative Agent and its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including those listed on Schedule I hereto but excluding any Trademarks that are Excluded Personal Property) now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral").

SECTION 3. Collateral Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the Collateral Agreement and is expressly subject to the terms and conditions thereof. Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the

terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

WIX FILTRATION CORP LLC

as Grantor

By. 

Name: Thomas Kaczynski

Title: Vice President, Treasurer

[Signature Page to Trademark Security Agreement (Wix Filtration Corp LLC)]

**TRADEMARK**  
**REEL: 005015 FRAME: 0098**

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: Steve M. Siravo  
Name: Steven M. Siravo  
Title: Vice President

[Signature Page to Trademark Security Agreement (Wix Filtration Corp LLC)]

CFH-1887447

**TRADEMARK**  
**REEL: 005015 FRAME: 0099**

## SCHEDULE I

### Trademarks

Registered Owner	Mark	Registration Date	Registration No.
Wix Filtration Corp LLC	WIX (stylized cursive letters)	08/11/1953	578,479
Wix Filtration Corp LLC	AIR REFINER BRAND & Design	11/23/1965	799,304
Wix Filtration Corp LLC	PRO-TEC	01/07/1992	1,671,066
Wix Filtration Corp LLC	PROCALC	07/04/2000	2,365,191
Wix Filtration Corp LLC	XD	10/22/2002	2,641,038
Wix Filtration Corp LLC	SPIN-FLOW	05/27/2003	2,720,027
Wix Filtration Corp LLC	AQUACHEK	11/11/2003	2,782,387
Wix Filtration Corp LLC	POWERTRAP & Design	05/25/2004	2,845,453
Wix Filtration Corp LLC	SETTING A NEW STANDARD FOR COMPRESSED AIR MOISTURE CONTROL	12/14/2004	2,911,647
Wix Filtration Corp LLC	WIX CONNECT	09/13/2005	2,993,608
Wix Filtration Corp LLC	XE	01/24/2006	3,048,529
Wix Filtration Corp LLC	QUICKVENT	02/14/2006	3,059,386
Wix Filtration Corp LLC	WIX	08/29/2006	3,135,472
Wix Filtration Corp LLC	POWER SOLUTION WITH POWERTRAP TECHNOLOGY & Design	01/02/2007	3,191,886
Wix Filtration Corp LLC	POWER SOLUTION	01/02/2007	3,191,887
Wix Filtration Corp LLC	POWERTRAP	01/09/2007	3,195,985
Wix Filtration Corp LLC	WIX. WHERE IT COUNTS	07/10/2007	3,262,689
Wix Filtration Corp LLC	WIX COOL	02/26/2008	3,388,654
Wix Filtration Corp LLC	SMOG DOG DESIGN (Character)	01/13/2009	3,562,073
Wix Filtration Corp LLC	ODOR RUSS DESIGN (Character)	01/13/2009	3,562,074
Wix Filtration Corp LLC	TOX'N DESIGN (Character)	01/13/2009	3,562,075
Wix Filtration Corp LLC	ALLER JEN DESIGN (Character)	01/13/2009	3,562,076
Wix Filtration Corp LLC	RIDE HEALTHIER	05/12/2009	3,620,029
Wix Filtration Corp LLC	WIX FILTERS GLOBAL COVERAGE & Design	08/03/2010	3,829,436
Wix Filtration Corp LLC	ECOLAST	06/14/2011	3,979,602
Wix Filtration Corp LLC	ECOLAST & Design	06/21/2011	3,982,783
Wix Filtration Corp LLC	WIX XP	03/12/2013	4,302,841

### Trademark Applications

Registered Owner	Mark	Application No.	Filing Date
Wix Filtration Corp LLC	PROTX	85/077,343	07/02/2010